

WAUKESHA COUNTY
REQUEST FOR PROPOSAL 0513
FOR INFORMATION SYSTEMS DIVISION
PROJECT MANAGEMENT SERVICES

November 9, 2004



KEY DATES

QUESTIONS DUE: 10:00 a.m., 11/16/04
sconnelly@waukesha county.gov

PROPOSAL DUE: 2:00 P.M. THURSDAY, 11/30/04

**WAUKESHA COUNTY
PURCHASING DIVISION
1320 PEWAUKEE ROAD
WAUKESHA, WI 53188**

**REQUEST FOR PROPOSAL 0513 – INFORMATION SYSTEMS – PROJECT MANAGEMENT
SERVICES**

Submission Requirements:

This RFP is issued on behalf of Waukesha County by the Purchasing Division, which is the sole point of contact during the procurement process.

Sealed proposals for furnishing services as specified below will be received in the Office of the Waukesha County Purchasing Division, 1320 Pewaukee Road, Room 370, Waukesha, WI 53188 no later than 2:00 p.m. on November 30, 2004.

ALL PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED

PROPOSAL SUBMISSION:

One original and **five (5)** copies of the technical proposal, and one original set and one copy of the cost/ financial proposal are to be submitted in **SEPARATE SEALED ENVELOPES** to the Waukesha County Purchasing Division no later than 2:00 P.M. November 30, 2004

The **two separate proposal envelopes** must be identified in the lower left corner as follows:

Technical Proposal for Information Systems Project Management Services **RFP 0513**

OPENING DATE: 11/30/04

Cost Proposal for Information Systems Project Management Services **RFP 0513**

OPENING DATE: 11/30/04

Any Proposal received in an envelope not properly and clearly marked as specified above may result in the proposal being rejected. **It is the Contractor's responsibility to comply with the above in order to assure its inclusion at the proposal opening.**

FAX RESPONSES WILL NOT BE ACCEPTED - ALL FAXES RECEIVED WILL BE REJECTED.

NOTE: PROPOSALS WILL NOT BE PUBLICLY OPENED

All proposals received in response to this request will become the property of the County and will not be returned to the proposers.

RFP 0513 CONTRACTOR:

_____ 1. The terms and conditions of the Request for Proposal document are restrictive. Our objections are:

_____ 2. We do not feel we can be competitive.

_____ 3. We could not submit a Proposal because of the marketing or franchising policies of the manufacturing company.

_____ 4. We do not furnish the items/services requested in the Request for Proposal.

_____ 5. Insufficient time to respond.

6. We cannot meet your required delivery/time schedule.

7. We do not have sufficient staffing at this time.

_____ 8. We did not receive subject Invitation to Request for Proposal.

9. Please remove our name from this category in the vendor list.

10. Other: _____

FIRM NAME _____ DATE _____

SIGNATURE _____ PHONE _____

FAX	E-MAIL
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PROPOSAL SUBMISSION REQUIREMENTS

- A. CLARIFICATIONS** - If additional information is needed to interpret the specifications/requirements, **WRITTEN QUESTIONS MUST BE RECEIVED NO LATER THAN THE TIME/DATE AND ADDRESSED TO THE PERSON NOTED ON THE COVER PAGE.**

No information provided verbally, or by any other personnel, will be considered binding. All respondents should use this written document and its attachments as the sole basis for proposal at this time.

Additionally, the County prohibits communication initiated by the respondent to any County official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

- B. CONTENTS OF PROPOSAL** - All attachments, additional pages, addenda or explanations supplied by the vendor with this proposal will be considered as part of the proposal response.

If an oral presentation/interview is required of selected finalists, it shall be at the respondent's expense. However, an award may be made without discussion with the respondents. Therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

- C. NONCONFORMING TERMS & CONDITIONS** - A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as nonresponsive. Waukesha County reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

- D. ALTERNATE PROPOSALS** - An alternate proposal is viewed by the County as a proposal describing an approach to accomplishing the requirements, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same respondent, which differs in some degree from its prime proposal.

The County may consider or reject any or all alternate proposals submitted.

- E. RESERVATIONS** - This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Purchasing Division reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of Waukesha County to do so.

- F. NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS** - No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the proposal or contract.

G. AMENDMENT OF PROPOSALS -

- a) **By County:** Proposals may be amended by the Purchasing Division in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Amendments will be posted to the Waukesha County purchasing website, at www.waukeshacounty.gov - Vendor Services. **It is the responsibility of prospective vendors to check this website for any future amendments, questions, revisions, etc., prior to the opening date and return with the response. RFP's that do not return amendments may be rejected.**

If you are unable to access the Internet, contact the buyer listed within the RFP to request paper copies.

- b) By Vendor:** Proposals may only be amended after receipt by the Purchasing Division by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the Purchasing Division.

H. WITHDRAWAL OF PROPOSALS - Proposals may be withdrawn only in total, and only by a written request to the Purchasing Division prior to the time and date scheduled for opening of proposals.

I. OTHER CONSIDERATIONS - Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The County reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

J. RFP TABULATIONS - RFP Tabulations are available to the public after contract award, approximately 60-90 days from the date of opening. RFP Tabulations can be found at www.waukeshacounty.gov - Vendor Services, Bid/RFP Results. If you are unable to access the Internet, you may e-mail purchasing@waukeshacounty.gov for a hard copy. Copies are 15 cents per page plus postage costs if applicable.

CONTRACTUAL REQUIREMENTS

1. **INSURANCE** - All proposals must include either a description of respondent's insurance or a certificate of insurance outlining respondent's insurance policies which evidence compliance with the requirements contained herein. Successful proposer shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Prior to execution of the written contract, the successful proposer shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty -(30) days advance notice of cancellation or nonrenewal during the term of the agreement.

Failure to submit an insurance certificate, as required, can make the contract voidable at the County's discretion. Additionally, the Contractor shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by Waukesha County.

Minimum requirements are noted below.

Worker's Compensation and Employer' Liability Insurance – Statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.

Commercial General Liability Insurance (including errors and omissions) – Policy shall provide coverage for premises and operations, products and completed operations, personal injury and blanket contractual coverage. Errors and omissions shall not be excluded or a separate policy covering such exposure shall be maintained. Limits of liability are not less than \$1,000,000 per occurrence and aggregate. Waukesha County must be named as additional insured and "Certificate Holder", Waukesha County, 1320 Pewaukee Road, Room 370, Waukesha, WI 53188.

2. **APPLICABLE LAW** - Any law suits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and Waukesha County and successful proposer shall submit to the jurisdiction of the Circuit Court for such lawsuits.
3. **NONDISCRIMINATION** - In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.
4. **ASSIGNMENT OR SUBCONTRACT** - This contract may not be assigned or subcontracted by the successful proposer without the written consent of the Division of Administration.
5. **INDEPENDENT CONTRACTOR STATUS** - The Contractor agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.
6. **AMENDMENTS TO CONTRACT** - This contract may be modified only by written amendment to the contract, signed by both parties.
7. **WAIVER** - One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.
8. **INDEMNIFICATION AND DEFENSE OF SUITS** - The successful proposer agrees to indemnify, hold harmless, and defend Waukesha County, its officers, agents and employees from any and all liability

including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the successful proposer, its employees, agents or subcontractors.

9. **TERMINATION FOR CONVENIENCE** - Waukesha County may terminate this contract at any time for any reason by giving at least ninety (90) days notice in writing from Waukesha County to the Contractor. If the Contract is terminated by Waukesha County as provided herein, the Contractor shall be entitled to an equitable adjustment. Said adjustment shall include costs reasonably incurred by the Contractor in connection with such termination, but shall not include anticipated, but unearned profits.
10. **TERMINATION OF CONTRACT FOR CAUSE** - If through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, Waukesha County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this contract shall, at the option of Waukesha County, become the property of Waukesha County.

Notwithstanding the above, the Contractor shall not be relieved of liability to Waukesha County for damages sustained by Waukesha County by virtue of any breach of the contract by the Contractor, and Waukesha County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to Waukesha County from the Contractor is determined.

11. **AUDITOR ACCESS:** All parties contracting with the County shall, upon request, provide access to and furnish the county auditors with requested information, records and reports regarding powers, duties, activities, organization, property, financial transactions, methods of operation, or any and all other records, reports or information in their custody. In addition, they shall provide access for the auditors to inspect all property, equipment and facilities within their custody.

**WAUKESHA COUNTY DEPARTMENT OF ADMINISTRATION
REQUEST FOR PROPOSAL 0513
Information Systems End User Support Services**

I. INTRODUCTION

The purpose of this request for proposal is to seek one or more firms that can provide Project Management Services to Waukesha County in the all areas supported by Information Systems. The services will be for the period of 1/1/2005 through 12/31/2006, subject to extensions noted herein.

II. DESCRIPTION OF ENTITY AND COMPUTER ENVIRONMENT

WAUKESHA COUNTY GOVERNMENT

Waukesha County is located in southeastern Wisconsin, directly west of Milwaukee County and 100 miles northwest of Chicago. The County covers 576 square miles, has the second highest equalized property tax base and per capita income and is the third most populous County in the State. The County employs more than 1,500 people.

Waukesha County provides a full complement of municipal services including law enforcement, road and highway maintenance, recreational and entertainment facilities. In addition, the County provides a wide variety of operational services, including but not limited to Finance and Accounting, Data Processing, Long Range Planning, Human Resources and Purchasing.

WAUKESHA COUNTY INFORMATION SYSTEMS ENVIRONMENTS

The County's Information Systems Division (Department of Administration), operates a centralized computer service for all County departments through a data center at the County Courthouse. The County operates several IBM RS/6000's utilizing AIX, and Microsoft and Novell network servers. We run Windows 2000 and Windows XP on 95% of all County PCs and laptops.

The County uses Novell's NetWare Application Launcher (NAL) to centrally distribute and manage applications. We also use Zen for workstation management and remote control. We are currently using GroupWise 6.X for messaging. Our servers are primarily IBM server-class hardware. We support Microsoft Office applications, as well as other department-specific software to support individual departments.

III. SCOPE OF WORK

The Contractor(s) will assist the County by providing contracted Project Management support for Information Technology related initiatives across many different areas and environments, under County employee direction on an hourly basis. Although no minimum is guaranteed for any one Contractor, the amount budgeted for these services in 2005 is approximately \$250,000.

This RFP process will result in the selection of up to five Contractors. As required, the County will place requests for assistance from the Contractors for technology-related projects, at which time the Contractors will provide resumes of actual personnel that could be assigned. Based on the resumes submitted and interviews, if necessary, the Information Systems Manager, or his designee, will select the candidate that can best fill the needs of Waukesha County.

Information Systems, for Waukesha County, has developed a Project Management process that is patterned after the Project Management Institute's guidelines and preference will be given to Contractors that submit responses that contain sample resumes of candidates that are either PMP certified, hold a Masters Certification for Project Management from an accredited institution that is based on PMI's principals and practices, or present prior project management experience that demonstrates a mastery of project management skills.

As part of this RFP process, Contractors will quote an hourly rate for the Project Management Services described herein:

Project Management Services

Project Management Consultant: Knowledge and experience in the following areas:

- Demonstrated ability to manage a project from the perspectives of its technology implementation, team members, budget, communications, project plans, addressing associated project risks, and manage vendors and customer expectations.
- Demonstrated expertise in the application of the Principles of Project Management using a structured framework offering project planning, implementation, monitoring and reporting based on the fundamental principles of the Project Management Institute's (PMI®) Project Management Body of Knowledge (PMBOK®).
- Demonstrated ability to coordinate and administer all facets of a project and the ability to meet project timelines.
- Demonstrated ability to develop and administer project budget criteria with successful project implementations in regard to budget adherence
- Demonstrated ability to manage the efforts of project teams of various sizes.
- Superior knowledge of workflow analysis and the concepts of process re-engineering.
- Superior knowledge of general business concepts
- Thorough knowledge of Microsoft Project 2000 or above, or related project management tool sets.
- Excellent written communication skills
- Excellent verbal communication and people skills

IV. Term and Pricing:

The initial contract term will be for a two-year period. The contract can be renewed, at the County's option, for an additional one-year period. The maximum contract length is three years. The renewal will be subject to escalation/de-escalation, and may not increase more than the Consumer Price Index-Urban (CPI-U- Milwaukee Urban), or 3% of the previous year's cost, **whichever is lower**. Notification of any requested increase is required in writing to Waukesha County from the Contractor 90 days prior to expiration.

De-Escalation: Any decreases to contractor's costs should be reflected in the pricing for extensions to this agreement.

Note: Contractors are to quote a firm hourly rate for Project Management Services. This rate is firm for the first one-year period. We will not accept a "range" of rates for Project Management Professionals.

v. CONTRACTOR RELATIONSHIP WITH COUNTY

1. The Contractor(s) will be hired on a preferred provider basis. This means that the County will have the option, over the term of the contract, to use the services of the Contractor(s) in the amount needed by the County. The County does not guarantee any minimum or maximum number of hours to be procured as a result of this RFP. All requests for such service will be subject to the appropriate County approvals at the time service is requested.
2. Award will be made to a maximum of five Contractors to assure availability of staff and ability to meet Waukesha County's time line at the time of project or service commencement.
3. If the resumes of consultants, submitted by the preferred providers, do not appear to have the skill

set or experience requested (in the opinion of Waukesha County Information Systems Manager) in the Scope of Work, the County may choose to request that the preferred providers submit 2 additional consultant's resumes for consideration, or the County may choose to seek the skill set and experience from other sources.

4. Process for Obtaining Services: When the need for services arise, the County will provide each awarded firm the specific skills required and/or the scope of service for the specific project, along with the expected length of services. Each firm will be invited to submit a maximum of two resumes within five (5) business days for the contractors who would perform the service(s), their hourly rate (based on the rates proposed) and their availability date. The Information Systems Manager, or his designee, will also indicate if the contractor will need an in-depth background check. Based on the information received, the Information Systems Manager, or his designee, taking into consideration the resume(s) of the individual(s) and the hourly rate will make an award for the services required.
5. Prior to commencement of any activity, a Statement of Work will be signed by both Waukesha County and the firm which, at a minimum, delineates the scope of services required, the personnel to be utilized (along with their hourly rate as listed on the purchase order), the time frame for completion, the required deliverables and the maximum compensation for the specific project.

Waukesha County reserves the right to request/allow a consultant, who is currently working as a consultant for Waukesha County, to be moved to another Waukesha County task or project that needs the expertise and skills the consultant has already demonstrated. If the original end-date for the consultant will be exceeded by the movement of the consultant, the Contractor will be contacted by the Waukesha County Purchasing Department to negotiate a new end-date. The Information System Manager will make every attempt to predict the movement of the consultant at least 10 business days before the original end-date. The Contractor may decline to allow further extensions of the consultant to Waukesha County without consequence.

6. Contractor shall complete background checks at Contractor's expense on all personnel prior to starting any activity for the County. Contractor shall confirm in writing to Waukesha County that they have successfully conducted the background checks prior to the commencement of work and that Contractor will not use any personnel for whom background checks have revealed factors that make them unsuitable for the activity to be undertaken for the County. This includes replacement personnel. Resources to be checked should include but are not limited to criminal records, DOT records, etc. In order to do so, Contractor must be prepared to obtain certain information for each of the Contractor's employees who will be performing work for Waukesha County. At a minimum, the information shall include full name (including middle initial), date of birth and social security information. Additional information that is helpful in completing background checks includes maiden name, sex, race, driver's license number and issuing state. All costs associated with the background checks are to be borne by the Contractor.
7. Additional Requirements for In-Depth Background Checks for Jail Related contractors. Although Waukesha County will bear the cost of the in-depth background check, the County will not pay for the hours worked by the consultant that failed the in-depth background check.

When working within the secure confines of the jail or working on any jail related system (security, electronics, inmate phones) outside of the secure confines of the jail the following must occur:

- At least 48 business hours prior to the scheduled commencement of the work, Contractor shall submit: the full legal name and date of birth of the contract worker(s); a brief summary of the scope and schedule of the work to be performed; and a contact name and phone number to relay the results of the security check
- A security check will be performed and the results of the check will be relayed back to the contact person within 24 hours. The reported results will be that the worker is either a) cleared for access to the jail or b) not cleared for access to the jail.
- If the Contractor has prior knowledge of issues with the workers that may be questionable, contact Captain Meg Schnabl at 262-548-7177 and she will be able to make

an upfront assessment if the individual would be allowed access or denied.

8. The County reserves the right to dismiss any individual(s) if their work does not meet the County's expectations. If the dismissal occurs within a two (2) week period, there will be no cost incurred by the County. For any services provided after the initial two (2) week period up to the dismissal, the County will be liable for payment (exception: see paragraph 7 above).

In the course of a year, should three (3) individuals be excused from a single Contractor, the Contractor will no longer be allowed to provide consultants in that area of work.

9. The successful Contractor(s) shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from Waukesha County or from others in carrying out its functions under the contract shall be used or disclosed by it. Waukesha County reserves the right to review such procedures to ensure acceptability to Waukesha County. If information and/or records are requested of the successful Contractor(s), Waukesha County shall be notified immediately. Waukesha County will address all requests. Reference attachment A, Waukesha County HIPPA Agreement.
10. Work will be performed in accordance with Waukesha County Information Systems standards for documentation. Documentation must be of a nature that all work performed can be clearly understood by Waukesha County Information Systems personnel.
11. Retainage: For project-based engagements, the final 10% of the maximum compensation amount will be retained by Waukesha County until the Manager of Information Systems (designee), has authorized the acceptance of this documentation. The Contractor will be informed of this retainage prior to the start of any activity.
12. The consultant will be provided a work area, and all related equipment to perform their job. Normal working hours are 8:00 a.m. - 4:30 p.m. Monday - Friday. Although we do not anticipate working over 8 hours per day and/or outside of normal business hours it may be required on occasion. Additionally, the County will not pay for travel to and from the Waukesha County job site, nor will Waukesha County reimburse Contractors for bringing staff in who reside outside of the area.
13. All personnel working on-site shall be required to wear an ID badge, dress appropriately and maintain proper hygiene. Failure to do so can be cause for termination of the individual.
14. Invoices will be paid within 30 days of receipt of a properly documented invoice and acceptance of the deliverables identified in the Statement of Work

V. PROPOSAL FORMAT

Proposer shall be required to submit one (1) original, unbound, clearly marked and identified as such, and five (5) copies of their proposal, no later than 2:00 p.m. on 11/30/04, to:

**Waukesha County Department of Administration
Waukesha County Purchasing Division
1320 Pewaukee Road, Room 370
Waukesha, WI 53188**

Proposal should be identified in the lower left corner as follows:

INFORMATION SYSTEMS PROJECT MANAGEMENT SERVICES - Technical Response, RFP 0513 due 11/30/04

The technical response must not contain any cost information. The cost proposal should be submitted in a separate envelope (Reference Section VI below).

In order for the committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals must be submitted according to this format. The proposal should be prepared simply and economically, providing straightforward and concise information as requested. **The responses should emphasize services and experiences, which most closely match those requested by Waukesha County.** Unnecessary brochures or other presentations beyond that required to present a complete and effective proposal are not desired. Each proposal should be bound (with the exception of the original), include a table of contents and be separated by section and tabbed with the proposal specifications, i.e. Section 1- Firm Description, Section 2 - Firm Experience, etc. Begin each section with the appropriate heading. **NOTE: There are to be no costs/fees included in the technical response.**

Transmittal Letter: Include a cover letter summarizing your understanding of the RFP. Indicate who will be the Respondent's authorized representative; give name, title, address, e-mail address, phone and fax. The person identified shall be empowered to make binding commitments for the Respondent.

Section 1. Furnish information on your firm, including such information as size of the firm, lines of business, management and technical expertise, financial position, and years in business. Also describe any unique approaches or techniques developed and used by the firm, which would give it an advantage in this specific type of project.

Section 2. Describe, in detail, your experience for at least three engagements of Project Management that can attest to the expertise levels defined in the scope of services on page 8. Provide at least 3 references that can attest to your ability to provide the skills and services proposed. Please provide the name of each referenced firm, contact person, telephone number, and approximate beginning and ending dates of your involvement at these sites. Ideally at least one project will be a government client.

Section 3. Describe the pool of individuals in your firm qualified to provide Project Management Services as described in this RFP. Indicate how long they have been with your firm and how you maintain an adequate pool to perform the services requested. Indicate if your firm performs background checks prior to placing an individual and the type of check performed (state, Federal, etc.). Include sample resumes for Project Management Services with your response.

Section 4. Indicate any exceptions you are taking to the terms and conditions, contractual and other requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to negotiation and/or approval.

VI. FEE SCHEDULE

One (1) original of the cost proposal and signature sheet (identified as such) and (1) copy of the cost proposal must be submitted in a separate sealed envelope no later than 2:00 p.m. on 11/30/04.

**Waukesha County Department of Administration
Purchasing Division
1320 Pewaukee Road, Room 370
Waukesha, WI 53188**

It must be identified in the lower left corner as follows:

Information Systems Project Management Services, Cost Proposal RFP 0513, due 11/30/04.

VII. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with the criteria listed below. Award will be made to the responsive, responsible Contractor(s) who comply with the requirements and score the highest total on the evaluation criteria as it pertains to the overall needs of the Waukesha County Information Systems Division.

Firm Experience including responsiveness to proposal, unique approaches/techniques, value added services	10%
Similar Projects/Contracts for each of the services Detail of work performed	20%
Quality and quantity of pool of individuals; completeness of resumes with experience/education relevant to services required.	35%
Cost	35%

VIII. PROPOSAL DATES

The following dates are being provided for your information and planning purposes. Although every effort will be made to follow this schedule, we reserve the right to modify the dates as necessary.

Questions Due:	10:00 a.m., November 16, 2004
Proposals Due:	2:00 p.m., November 30, 2004
Evaluation of Proposals:	December 1st – 8th, 2004
**Interviews (if required):	Week of December 13th, 2004
Notice of Award:	No later than December 10th, 2004

**The County anticipates sending written notification by December 10th, 2004 to the proposers selected for an interview, if any. Proposers not selected will also be notified that their proposer will no longer be considered unless the Committee finds, after the completion of interviews, that additional proposers should be interviewed.

**PRICING PROPOSAL
RFP 0513**

Hourly rate to include all travel, labor and expenses required to perform the services. Quote a firm hourly rate for the first year (01/01/05 – 12/31/05) for each category noted. We will not accept a “range” of rates.

PROJECT MANAGEMENT SERVICES

Hourly Rate

Senior Project Management Professional

Project Management Professional

\$ _____

**COST PROPOSAL/SIGNATURE PAGE
PROPOSAL #0442**

The submission of a proposal shall be considered as a representation that the proposer has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of the contract.

The proper submission of this form by the proposer will be considered as the proposer's offer to enter into a contract in accordance with the provisions herein set forth.

If your proposal is accepted and a contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the Contractor's technical and price proposals and any other written offers/clarifications made by the Contractor and accepted by the County, will be incorporated into the entire contract between the County and your firm, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be deemed to exist or bind any of the parties hereto.

Acceptance will take place only upon award by the Department of Administration, execution of this document by the proper County officials, and delivery of the fully executed contract to the Contractor. Acceptance may be revoked at any time prior to delivery of the fully executed contract to the successful Contractor. The contract may be amended only by written agreement by the Contractor and Waukesha County.

CONTRACTOR (To be signed by the person authorized to legally bind your firm to this contract)

All proposal conditions and prices submitted shall remain firm for 90 calendar days following opening.

Proposer's Firm _____ Telephone No. () _____

Address _____ Fax No. () _____

City & State _____

BY: _____ NAME: _____
(Manual Signature Required) **(Typed or Printed)**

E-Mail Address _____

TITLE: _____ DATE: _____

Witness: Witness to Proposer's Authorized Signature

(Manual Signature Required) DATE: _____

(Name of Witness Typed or Printed)

ATTACHMENT A

Waukesha County HIPAA AGREEMENT

1. **Definitions:**
 - a. **Protected Health Information (PHI)** means any information, whether oral or recorded in any form or medium, that: (i) relates to the past, present or future physical or mental condition of any Individual; the provision of health care to an Individual; or the past, present or future payment of the provision of health care to an Individual; and (ii) identifies the Individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI includes demographic information unless such information is de-identified according to the Privacy Rule.
 - b. **Individual** means the person who is the subject of PHI, and shall include a person who qualifies under the Privacy Rule as a personal representative of the Individual.
 - c. **Capitalized terms** used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule.
2. **Prohibition on Unauthorized Use or Disclosure of PHI:** CONTRACTOR shall not use or disclose any PHI received from or on behalf of Waukesha County except as permitted or required by the CONTRACT, as required by law, or as otherwise authorized in writing by Waukesha County.
3. **Use and Disclosure of Protected Health Information:** Except as described in Section 4, CONTRACTOR may use or disclose PHI only if a written request is submitted to the Waukesha County Sheriff's Department delineating the reasons and upon their approval of the written request.
4. **Use of PHI for Certain of CONTRACTOR's Operations:** CONTRACTOR may use and/or disclose PHI it creates for, or receives from, Waukesha County to the extent necessary for CONTRACTOR's proper management and administration, or to carry out CONTRACTOR's legal responsibilities, only if:
 - a. The disclosure is required by law; or
 - b. CONTRACTOR obtains reasonable assurances, evidenced by written contract, from any person or organization to which CONTRACTOR shall disclose such PHI that such person or organization shall:
 - i. hold such PHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person or organization, or as required by law; and
 - ii. notify CONTRACTOR, who shall in turn promptly notify Waukesha County, of any instance which the person or organization becomes aware of in which the confidentiality of such PHI was breached.
5. **Safeguarding of PHI:** CONTRACTOR shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of all PHI, in any form or media, received from or created or received by CONTRACTOR on behalf of, Waukesha County. CONTRACTOR shall document and keep these security measures current.
6. **Subcontractors and Agents:** If CONTRACTOR provides any PHI which was received from, or created for, Waukesha County to a subcontractor or agent, then CONTRACTOR shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on CONTRACTOR by this CONTRACT.
7. **Maintenance of the Security of Electronic Information:** CONTRACTOR shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Health Information received from, or on behalf of, Waukesha County which pertains to an Individual. CONTRACTOR shall document and keep these security measures current and available for inspection, upon request. CONTRACTOR's security measures must be consistent with HIPAA's Security regulations, Title 45, Part 142 of the Code of Federal Regulations ("Security Rule"), once these regulations are effective.

8. Compliance with Electronic Transactions and Code Set Standards: If CONTRACTOR conducts any Standard Transaction for, or on behalf, of Waukesha County, CONTRACTOR shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. CONTRACTOR shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Waukesha County that:

- a. changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- b. adds any Health Information elements or segments to the maximum defined Health Information Set;
- c. uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
- d. changes the meaning or intent of the Standard's Implementations Specification(s).

9. Access to PHI: At the direction of Waukesha County, CONTRACTOR agrees to provide access to any PHI held by CONTRACTOR which Waukesha County has determined to be part of Waukesha County's Designated Record Set, in the time and manner designated by Waukesha County. This access will be provided to Waukesha County or, as directed by Waukesha County, to an Individual, in order to meet the requirements under the Privacy Rule.

10. Amendment or Correction to PHI: At the direction of Waukesha County, CONTRACTOR agrees to amend or correct PHI held by CONTRACTOR and which Waukesha County has determined to be part of Waukesha County's Designated Record Set, in the time and manner designated by Waukesha County.

11. Reporting of Unauthorized Disclosures or Misuse of PHI: CONTRACTOR shall report to Waukesha County any use or disclosure of PHI not authorized by this CONTRACT or in writing by Waukesha County. CONTRACTOR shall make the report to Waukesha County's Privacy Official not less than one (1) business day after CONTRACTOR learns of such use or disclosure. CONTRACTOR's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the PHI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CONTRACTOR has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CONTRACTOR has taken or shall take to prevent future similar unauthorized use or disclosure. CONTRACTOR shall provide such other information, including a written report, as reasonably requested by Waukesha County's Privacy Official.

12. Mitigating Effect of Unauthorized Disclosures or Misuse of PHI: CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a misuse or unauthorized disclosure of PHI by CONTRACTOR in violation of the requirements of this CONTRACT.

13. Tracking and Accounting of Disclosures: So that Waukesha County may meet its accounting obligations under the Privacy Rule:

- a. *Disclosure Tracking*. Starting April 14, 2003, for each disclosure not excepted under subsection (b) below, CONTRACTOR will record for each disclosure of PHI it makes to Waukesha County or a third party of PHI that CONTRACTOR creates or receives for or from Waukesha County (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom CONTRACTOR made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure. For repetitive disclosures which CONTRACTOR makes to the same person or entity, including the Waukesha County, for a single purpose, CONTRACTOR may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. CONTRACTOR will make this log of disclosure information available to the Waukesha County within five (5) business days of

the Waukesha County's request.

b. Exceptions from Disclosure Tracking. CONTRACTOR need not record disclosure information or otherwise account for disclosures of PHI that meet each of the following conditions:

i. the disclosures are permitted under this CONTRACT, or are expressly authorized by Waukesha County in another writing; and,

ii. the disclosure is for one of the following purposes:

1. Waukesha County's Treatment, Payment, or Health Care Operations;

2. in response to a request from the Individual who is the subject of the disclosed PHI, or to that Individual's Personal Representative;

3. made to persons involved in that individual's health care or payment for health care;

4. for notification for disaster relief purposes; or

5. for national security or intelligence purposes;

14. Disclosure Tracking Time Periods. CONTRACTOR must have available for Waukesha County the disclosure information required by this section for the six-year period preceding Waukesha County's request for the disclosure information (except CONTRACTOR need have no disclosure information for disclosures occurring before April 14, 2003).

15. Accounting to Waukesha County and to Government Agencies. CONTRACTOR shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of, or created for, Waukesha County available to Waukesha County, or at the request of Waukesha County, to the Secretary of the Department of Health and Human Services (HHS) or his/her designee, in a time and manner designated by Waukesha County or the Secretary or his/her designee, for the purpose of determining Waukesha County's compliance with the Privacy Rule. CONTRACTOR shall promptly notify Waukesha County of communications with HHS regarding PHI provided by or created by Waukesha County and shall provide Waukesha County with copies of any information CONTRACTOR has made available to HHS under this provision.

16. Term and Termination:

a. In addition to the rights of the parties established by the underlying Agreement, if Waukesha County reasonably determines in good faith that CONTRACTOR has materially breached any of its obligations under this CONTRACT, Waukesha County, in its sole discretion, shall have the right to:

i. exercise any of its rights to reports, access and inspection under this CONTRACT; and/or

ii. require CONTRACTOR to submit to a plan of monitoring and reporting, as Waukesha County may determine necessary to maintain compliance with this CONTRACT; and/or

iii. provide CONTRACTOR with a 20 (twenty) day period to cure the breach; or

iv. terminate the Agreement immediately.

b. Before exercising any of these options, Waukesha County shall provide written notice to CONTRACTOR describing the violation and the action it intends to take.

17. Return or Destruction of PHI: Upon termination, cancellation, expiration or other conclusion of the Agreement, CONTRACTOR shall:

a. Return to Waukesha County or, if return is not feasible, destroy all PHI and all Health Information in whatever form or medium that CONTRACTOR received from or created on behalf of Waukesha County. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR. In such case, CONTRACTOR shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. CONTRACTOR shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, CONTRACTOR shall certify on oath in writing to Waukesha County that such return or destruction has been completed.

b. If CONTRACTOR believes that the return or destruction of PHI or Health Information is not feasible, CONTRACTOR shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, CONTRACTOR shall extend the protections of this CONTRACT to PHI and Health Information received from or created on behalf of Waukesha County, and limit further uses and disclosures of such PHI, for so long as CONTRACTOR maintains the PHI.

18. Miscellaneous:

a. *Automatic Amendment:* Upon the effective date of any amendment to the regulations promulgated by HHS with regard to PHI, this CONTRACT shall automatically amend so that the obligations imposed on CONTRACTOR remain in compliance with such regulations.

b. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Waukesha County to comply with the Privacy Rule.

Waukesha County

By: _____

Name: _____

Title: _____

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____